



# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

August 21, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: TRAFFIC SIGNAL CONTROL SYSTEM  
INFORMATION EXCHANGE NETWORK COMMAND DATA INTERFACE  
CITY OF COMMERCE-COUNTY COOPERATIVE AGREEMENT  
(SUPERVISORIAL DISTRICT 1)  
(4 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt the resolution to find that the project to upgrade the traffic control system and to install an Information Exchange Network Command Data Interface in the City of Commerce is of general County interest and that County aid in the amount of \$249,000 should be extended to the City.
3. Approve and authorize the Director of Public Works or his designee to sign the Cooperative Agreement between the City of Commerce and the County of Los Angeles, which provides for the City to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase an upgrade of the existing Traffic Control System, install a new Information Exchange Network Command Data Interface and related equipment within the City of Commerce. The agreement provides for the County to provide a not-to-exceed amount of \$249,000 toward the cost of the project by utilizing Los Angeles County Metropolitan Transportation Authority's Grant Funds and matching County funds.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this recommended action is to execute an agreement with the City to provide funds for the procurement of a traffic signal control system and installation of an Information Exchange Network Command Data Interface (IEN CDI).

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) and Community Services (Goal 6). The project will provide improved infrastructure and will enhance the quality of life in the affected communities.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. The cost of the project is estimated to be \$249,000 and is included in the Fiscal Year 2007-08 Proposition C Local Return Fund budget.

The Los Angeles County Metropolitan Transportation Authority will reimburse \$216,430 of the project cost from the 1995 Call for Projects Proposition C Discretionary Grant Funds for the Gateway Cities Traffic Signal Forum. The remaining \$32,570 will be funded by the County's Proposition C local return revenue.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The attached agreement, which has been approved as to form by County Counsel, provides for the City to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase an upgrade to the existing traffic signal control system software, install a new IEN CDI and related equipment within the City of Commerce. The agreement establishes the County contribution to the City for actual expenditures not to exceed \$249,000 toward the cost of the project by utilizing the Los Angeles County Metropolitan Transportation Authority Grant Funds and other County funds. This agreement is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Class 1(x), Subsections 4, 5, and 14 of the County Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987 and Section 15301(c) of the California Environmental Quality Act guidelines.

The Honorable Board of Supervisors  
August 21, 2007  
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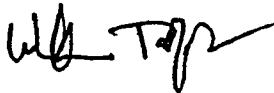
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current County services or projects during the performance of the recommended services, including implementation of the proposed system.

**CONCLUSION**

Please return one adopted copy of this letter and the signed resolution to the Department of Public Works, Traffic and Lighting Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', written over the printed name.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DLW  
WJW:pc

Attachments (2)

c: County Counsel

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
LOS ANGELES TO EXTEND COUNTY AID TO THE CITY OF COMMERCE FOR THE  
PURPOSE OF INSTALLING A TRAFFIC SIGNAL CONTROL SYSTEM AND  
ASSOCIATED COMMUNICATIONS EQUIPMENT**

WHEREAS, CITY proposes to procure a Traffic Signal Control System and an Information Exchange Network Command Data Interface (CDI) Software, which work is hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding Number P002316D(495-246-3-92-95) between COUNTY and the Los Angeles County Metropolitan Transportation Authority (MTA); and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT will be installed along the following arterials:  
Atlantic Boulevard, Eastern Avenue, Garfield Avenue, Telegraph Road, and Washington Boulevard; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the procurement administration for PROJECT; and

WHEREAS, the COST OF PROJECT includes the costs of the procurement administration and the Traffic Signal Control System Software, Command Data Interface, hardware, and 3 years of vendor System maintenance and support for PROJECT, as more fully set forth herein; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Two Hundred Forty- Nine Thousand and 00/100 Dollars (\$249,000); and

WHEREAS, COUNTY has secured and obtained grant funds from MTA up to a maximum of Two Hundred Sixteen Thousand Four Hundred Thirty and 00/100 Dollars (\$216,430) and will provide matching funds up to a maximum of Thirty-Two Thousand Five Hundred Seventy and 00/100 Dollars (\$32,570) to finance the COST OF PROJECT; and

WHEREAS, COUNTY is willing to utilize MTA grant funds and COUNTY matching funds to reimburse CITY for actual expenditures not to exceed Two Hundred Forty-Nine Thousand and 00/100 Dollars (\$249,000) toward the COST OF PROJECT; and

WHEREAS, CITY is willing to finance the remaining COST OF PROJECT in excess of COUNTY's maximum contribution of Two Hundred Forty-Nine Thousand and 00/100 Dollars (\$249,000); and

WHEREAS, such a proposal is authorized and provided for by provisions of Sections 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

Section 1. The PROJECT is of general County interest and County aid shall be extended therefor.

Section 2. Subject to the terms and conditions set forth herein, the County of Los Angeles consents, pursuant to the provisions of Sections 1680-1684 of the California Streets and Highways Code, to extend County aid in the amount of \$249,000 to the City of Commerce for the installation of a traffic signal control system and a Information Exchange Network CDI System.

Section 3. The financial obligations of the County of Los Angeles are expressly conditioned upon obtaining reimbursement from MTA pursuant to Memorandum of Understanding Number P002316D(495-246-3-92-95) between COUNTY and the MTA.

Section 4. In any provision of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

The foregoing Resolution was on the \_\_\_\_\_ day of \_\_\_\_\_, 2007 adopted by the Board of Supervisors of the Los Angeles and ex officio the governing body of all other special assessment and taxing districts for which said Board so acts.

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy

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## A G R E E M E N T

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF COMMERCE, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

## W I T N E S S E I H

WHEREAS, CITY proposes to procure a Traffic Signal Control System and an Information Exchange Network Command Data Interface Software according to a scope of work as described in Attachment A of this AGREEMENT, which work is hereinafter referred to as PROJECT; and

WHEREAS, the procurement of Traffic Signal Control System Software is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding Number P002316D(495-246-3-92-95) between COUNTY and the Los Angeles County Metropolitan Transportation Authority (MTA); and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the procurement administration for PROJECT; and

WHEREAS, the COST OF PROJECT includes the costs of the procurement administration and the Traffic Signal Control System Software, Command Data Interface, hardware, and 3 years of vendor System maintenance and support for PROJECT, as more fully set forth herein; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Two Hundred Forty-Nine Thousand and 00/100 Dollars (\$249,000), with MTA grant funds of Two Hundred Sixteen Thousand Four Hundred Thirty and 00/100 Dollars (\$216,430) and COUNTY matching funds of Thirty-Two Thousand Five Hundred Seventy and 00/100 Dollars (\$32,570); and

WHEREAS, COUNTY has secured and obtained grant funds from the MTA up to a maximum of Two Hundred Sixteen Thousand Four Hundred Thirty and 00/100 Dollars (\$216,430) and will provide matching funds up to a maximum of

Thirty-Two Thousand Five Hundred Seventy and 00/100 Dollars (\$32,570) to finance the COST OF PROJECT; and

WHEREAS, COUNTY is willing to utilize the MTA grant funds and COUNTY matching funds to reimburse CITY for actual expenditures not to exceed Two Hundred Forty-Nine Thousand and 00/100 Dollars (\$249,000) toward the COST OF PROJECT; and

WHEREAS, CITY is willing to finance the remaining COST OF PROJECT in excess of COUNTY'S maximum contribution of Two Hundred Forty-Nine Thousand and 00/100 Dollars (\$249,000); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To perform the procurement administration for PROJECT.
- b. To finance the remaining COST OF PROJECT that is in excess of COUNTY'S maximum contribution of Two Hundred Forty-Nine Thousand and 00/100 Dollars (\$249,000).
- c. To prepare the necessary environmental document, if needed and/or make the required environmental finding in compliance with the California Environmental Quality Act.
- d. If needed, to advertise PROJECT for software bids, to inform COUNTY of the content of the bids received, to award the contract after approval by COUNTY, and to administer the procurement contract.
- e. To furnish COUNTY with information on all contract change orders for PROJECT and obtain COUNTY'S prior approval of all such contract change orders, subject to paragraph (2) c., below.
- f. To administer the installation and construction of PROJECT in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C twenty-five percent (25%) Discretionary funds. CITY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by the COUNTY and MTA, or any of their duly authorized representatives, and shall be retained by the CITY



for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.

- g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under the software vendor(s) Contractor's General Liability and automobile insurance policies.
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total PROJECT costs, including an itemization of actual unit costs and actual contract quantities; and all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for CITY'S performance as specified in paragraph (1) a., above.
- i. To submit invoice to COUNTY in the amount of Two Hundred Forty-Nine Thousand and 00/100 Dollars (\$249,000) within 30 days of the adoption of this agreement by COUNTY, subject to paragraph (3) h., below; and
- j. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction, including maintaining timing of traffic signals.

(2) COUNTY AGREES:

- a. To secure and obtain MTA grant funds to be used to finance toward COST OF PROJECT.
- b. To deposit with CITY, following execution of this AGREEMENT and upon demand by CITY, sufficient COUNTY funds to finance COUNTY'S share of PROJECT by utilizing MTA Grant Funds and COUNTY Matching Funds up to a maximum amount of Two Hundred Forty-Nine Thousand and 00/100 Dollars (\$249,000) and subject to paragraph (3) h., below. Said demand will consist of billing invoices prepared by CITY. The actual COST OF PROJECT shall be determined by a final accounting of PROJECT costs.
- c. To review bids, the proposed award amount for PROJECT, and any change orders for PROJECT and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with PROJECT or change ordered.

- d. To authorize CITY to represent COUNTY in all negotiations pertaining to the advertisement of PROJECT for bids, award, and administration of the contract, and in all things necessary and proper to complete PROJECT.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. COUNTY'S contribution shall only pay for those eligible items of work included in the MTA'S Bus Speed Improvements Program guidelines.
- b. The COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of procurement administration, and the Traffic Signal Control Software, Information Exchange Network Command Data Interface, system testing, and all other work and materials necessary to complete PROJECT in accordance with the approved conceptual plan and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of procurement administration, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of the contract, as referred to in this AGREEMENT, shall consist of the actual payments to the contractor for PROJECT.
- e. If COST OF PROJECT, based upon the final accounting, is less than COUNTY'S payments, as set forth in paragraph (2) b., above, CITY shall refund the difference to COUNTY.
- f. During implementation of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, a Consultant or other representative to assist in the integration of PROJECT. COUNTY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and the CITY inspector shall be responsible for the proper inspection of PROJECT as needed.

- g. COUNTY shall not be liable for any costs for PROJECT that do not conform to the regulations and requirements of MTA, as referred to in paragraph (1) f., above
- h. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY'S obtaining reimbursement from MTA pursuant to Memorandum of Understanding Number P002316D(495-246-3-92-95) between COUNTY and the MTA.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Victor San Lucas  
Public Works Engineer  
City of Commerce  
2535 Commerce Way  
Commerce, CA 90040-1487

COUNTY: Mr. Donald L. Wolfe  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

- [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF COMMERCE on \_\_\_\_\_, 2007, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2007.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Director, Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By:  \_\_\_\_\_  
DEPUTY

CITY OF COMMERCE

By: \_\_\_\_\_  
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY ATTORNEY

## ATTACHMENT A

WORK DESCRIPTION	ESTIMATED COST
Servers, computers and auxiliary equipment	\$ 24,132
Upgrade of Existing QuickNet/2 to QuickNet 2006 including the GIS Module	\$ 75,000
Acceptance Test Plan	\$ 20,625
Preparation of QuickNet 2006 Graphics and Database	\$ 17,700
System Integration and testing (in-house)	\$ 3,600
On-Site Integration including IEN/CDI	\$ 19,600
Documentation	\$ 900
Training	\$ 7,000
Coordination, Meetings, Travel and Project Management	\$ 12,100
<b>Sub-Total</b>	<b>\$180,657</b>
<b>Contingencies</b>	<b>\$ 28,343</b>
Support, Warranty and Maintenance	\$ 40,000
<b>Grand Total</b>	<b>\$249,000</b>

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